

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF TELEMATICS AND INTERNET OF THINGS SERVICES

1. Definitions

1.1. In these general terms and conditions (hereinafter "GTC"), the following words have the following meanings:

1.2. "Internet of Things Services" or "IoT Services" - means telematics solutions for fleet management using data, collected during operation of motor vehicles and/ or trailers (partly by reading out the vehicle on-board diagnosis units and partly via separate sensors, tags or on-board devices and partially positioning data provided by satellites; or connectivity solutions for devices, individuals, machinery, etc. using data collected during operation or activity by tags, sensors and partially positioning data provided by satellites, etc. where the data will be forwarded, using Telecommunication Services, to an online platform, hosted by independent cloud service providers (hereinafter "Cloud Service Provider"), processed by software and made available as a service to customers via a cloud platform (hereinafter "Cloud Platform"). IoT Services may include further services and the provision of IoT Systems described in Section 3.

1.3. "Telecommunication Services" - means every data transfer services (mobile communications (e.g. 4G/5G/6G), Wi-Fi/Wi-Max, satellite etc.) provided by legally independent third parties as telecommunication providers ("Network Providers") that enable the communication between IoT Systems operated by the customer and the Cloud Platform.

1.4. "Auxiliary Services" - means installation, training, project support and follow-up meetings, etc. which are performed at the Customer's premises or at ZF upon request of the Customer.

1.5. "IoT Systems" - means on board units, sensors, tags or other devices ("IoT Hardware") and software installed hereunto for the operation of the IoT Hardware ("IoT Software"), establishing together the "IoT System". IoT Hard- and IoT Software will be sold without exemption as a whole IoT System which is collecting data within its system limits defined in the technical specifications to be used by the IoT Services.

1.6. "IoT Service Contract" - the contract concluded by ZF's acceptance of an order issued by the Customer to provide IoT Services and Telecommunication Services to the Customer, which IoT Service Contract shall be on and subject to the Contract Terms. ZF may accept further orders regarding individual additional services described in Section 3 excluding Section 3.5 (hereinafter "Single Service Contracts") and/ or purchase orders regarding IoT Systems in accordance with Section 3.5 (hereinafter "Single Purchase Contracts"). Single Service Contracts and Single Purchase Contracts shall become an integral part of the IoT Service Contract if the respective Single Service Contract or Single Purchase Contract are entered into by same ZF Company and the Customer.

1.7. "Contract Terms" - these GTC and any terms and conditions set out or identified in the order, confirmed by ZF. In case of discrepancy between the GTC and terms and conditions set out in the Order, the latter shall prevail.

1.8. "ZF Company" or "ZF" - ZF

Friedrichshafen AG or any company under the direct or indirect control of ZF Friedrichshafen AG, that provides the IoT Services to the Customer.

1.9. "Customer" - person(s), firm or company which receives IoT Services and purchase IoT Systems from ZF. The Customer is an operator or fleet owner, using the IoT Services.

2. General Stipulations

2.1. Where ZF procures the IoT Services, and/ or sell IoT Systems under an order received from the Customer, the order (and each scheduled release thereunder, if applicable) shall be subject to the Contract Terms, and ZF's acceptance of such order or release is limited to and expressly conditioned upon the Customer's acceptance of the Contract Terms exclusively in replacement of any Customer terms. Furthermore, the Customer's acceptance of the IoT Services and IoT Systems shall be deemed as acceptance of the Contract Terms exclusively in replacement of any Customer terms. Any terms and conditions deviating from the Contract Terms, and any other reservations stipulated by the Customer, shall not come into effect, unless ZF has expressly accepted the same in writing for a specific order. ZF hereby objects to and rejects any proposal by the Customer for any terms additional to or different from the Contract Terms.

2.2. ZF reserves the right, subject to the Contract Terms and applicable law, to reject an order or release received from the Customer.

2.3. Orders of Customers shall only be binding for ZF, when they are confirmed in writing. The written order confirmation is solely decisive for the kind and scope of the IoT Services.

2.4. The Customer shall not, except as may be allowed by any applicable law or provided otherwise in the IoT Service Contract:

2.4.1. copy, sell, lend, give, lease, grant, market, divulge software, licensed hereunder, or in any other way make it available to third parties;

2.4.2. (attempt to) reverse-assemble, reverse-compile or reverse-engineer Software, IoT Systems or IoT Services; and

2.4.3. reproduce or communicate to the public any part of the source code or other copyright eligible works of ZF in relation to the software without the prior written consent of ZF.

2.5. The Customer shall neither, except as may be allowed by any applicable law or provided otherwise in the IoT Service Contract use the IoT-Services nor the IoT-Systems or parts thereof in connection with one or more of the following applications: (i) the operation of weapons, weapon systems, nuclear installations, (ii) aviation, (iii) life-support computers or equipment (including resuscitation equipment and surgical implants), (iv) pollution control, (i) (v) hazardous substances management, or (vi) for any other application in which the failure of the IoT-Services, the IoT-Systems or parts thereof could create a situation where personal injury or death may occur.

3. IoT Services

3.1. Prerequisites for IoT Services to be provided by ZF.

3.1.1. The Customer is aware of the condition that the IoT Services can only be provided fully

and in a timely manner as long as a) the Cloud Service Provider provides the respective services to ZF; b) as there are Telecommunication Services available; and c) the necessary position data are available, which are calculated on the basis of satellite signals (GPS, Galileo, etc.) provided by independent third parties as operator of satellites ("Satellite Operators") d) the collection of data by the IoT Systems, the processing of data and/or the provision of data to the Customer is not impaired by impaired slow Telecommunication Services or slow internet connections and e) the data provided by the IoT Systems are not impaired due to external factors such as but not only snow, heavy rain, fog, dirt, etc..

3.1.2. These conditions might be temporarily not available due to external factors such as but not only a) non-availability of the public telecommunication infrastructure (e.g. internet, worldwide communication data infrastructure); b) non-availability of satellite signals due to the geographical transmission range of the respective satellites, limited quality of satellite signals due to technical or operational reasons, in particular due to radio signal interference, atmospheric or geographical conditions, topographical features or barriers (bridges, tunnels, buildings, etc.) at certain times and at certain places; c) non-availability of Telecommunication Services due to the geographical reception and transmission area of the respective Network Providers' stations, limited quality of Telecommunication Services due to technical or operational reasons, in particular due to radio signal interference, atmospheric or geographical conditions, topographical features or barriers (bridges, tunnels, buildings, etc.) at certain times and at certain places. The use may be limited due to additional impairments, for example grid overload.

3.2. Software as a Service

3.2.1. ZF provides the information respectively services based on the data, collected by the Customer using its IoT Systems, by individual software applications operated either on the Cloud Platform operated by ZF (hereinafter "ZF Cloud Platform") accessibly via internet or by software installed on Customer's computer (hereinafter "Software as a Service" or "SaaS"). Individual functionalities and services may be booked modularly by the Customer by Single Service Contracts. By entering into the IoT Service Contract, the Customer acquires the non-exclusive, not sublicensable and non-transferable right to use the SaaS and the ZF Cloud Platform for the period stipulated in the Contract terms.

3.2.2. The IoT-Services and IoT-Systems may contain open source (in the following jointly also "Open-Source-Software") provided under separate license terms and conditions. Such license terms and conditions are incorporated by reference herein and apply. The applicable license terms are identified in the applicable documentation(s) or otherwise made available to the Customer. Subject to Open-Source-Software, Customer may have broader rights under the applicable license terms and nothing in the IoT Service Contract is intended to limit such rights, granted by the applicable license

terms. Copyrights to Open-Source-Software are held by the copyright holders indicated in the copyright notices in the corresponding documentation and/or source files.

3.3. Access to ZF Cloud Platform

The Customer acquires access to the ZF Cloud Platform and/ or SaaS Service during the Contract Term by means of a password and login. The Login and Passwords are Customer related. The Customer shall keep the password and login strictly confidential. Any use of the password and login is executed under the full responsibility of the Customer. If the password and/or login are/is stolen or used in a fraudulent way, the Customer has to notify ZF immediately in writing. The Customer shall take all the necessary measures, so as to be able to ascertain theft or fraudulent use within the shortest possible time.

3.4. Service Level

If not otherwise agreed in a service level agreement (hereinafter "Service Level Agreement") as part of the Contract Terms, ZF shall use commercially reasonable efforts to provide access to the SaaS or the ZF Cloud Platform 24h per day. However, access can be interrupted at any time for maintenance, adjustment or security reasons. ZF shall execute these works as much as possible from Saturday 20:00hrs through to Sunday 08:00hrs. If a Service Level Agreement is entered into by same ZF Company and the Customer, it shall become an integral part of the IoT Service Contract.

3.5. IoT Systems

3.5.1. The Customer may choose the IoT Systems offered by ZF in the order form.

3.5.2. Unless any arrangement to the contrary has been agreed in the Contract Terms, the Customer shall ensure that the IoT Systems are integrated in a professional manner. The Customer or any third party engaged by the Customer are not vicarious agents of ZF. The costs and risk of integration shall be borne by the Customer.

3.5.3. The Customer shall ensure that necessary repair, warranty or service work of the IoT Hardware as well as modifications or enhancements could be executed via telecommunication means by an authorized service partner of ZF ("Service Partner"). If not otherwise agreed, such incurring costs for the execution of such services shall be borne by the Customer. ZF will inform the Customer at least fourteen days in advance about any measures to be executed by a Service Partner. ZF will not bear any downtime costs of vehicles or facilities.

3.5.4. If the Customer exercises its right to purchase IoT Systems and provided the relevant price has paid, the ownership of the respective IoT Systems will be transferred from ZF to the Customer.

3.6. Telecommunication Service

3.6.1. The necessary Telecommunication Services may be provided either by the Customer or by ZF. The Customer opts for providing the necessary Telecommunication Services itself or if they shall be provided as additional service by ZF.

3.6.2. If Customer opts for the provision of Telecommunication Services by itself or by Network Providers in its name and on its account, Customer shall solely be responsible

for the availability of the Telecommunication Services.

3.6.3. If Customer opts for the provision of Telecommunication Services by ZF, ZF is free to choose the Network Provider and reserves the right to change the Network Provider. In such case and where needed, a) the Customer replaces the SIM card at its own cost within one (1) month upon receipt of a new SIM card. b) The SIM cards shall only be used in accordance with the Contract Terms for the provision of the IoT Services. c) The SIM cards remain the property of ZF or the respective Network Provider. d) In the event of the SIM card being lost or stolen, the Customer shall immediately report this in writing to ZF. The Customer shall bear all liability and costs resulting from the loss, as well as any consequences of abuse thereof.

3.7. Software Services

3.7.1. ZF has the right but not the obligation to provide software updates for the software used for Software as a Service, Software used to provide the ZF Cloud Platform and/or IoT Software within the Contract Term.

3.7.2. For the provision of software updates for Software as a Service software, or for Software used to provide the ZF Cloud Platform the following applies: a) such software updates are provided free of charge during the contract term; b) such software updates will be provided online for installation; c) The customer shall ensure that necessary software updates can be executed via telecommunication means or by an authorized service partner of ZF ("Service Partner").

3.7.3. For the provision of software updates for IoT Software the following applies: a) the provision of software updates for IoT Software is free of charge during the Contract Term. b) the installation of software updates for IoT Software is to be performed by the Customer in its own name and at its own account and at Customer's costs; c) the licensing of the IoT Software and the provision of software services for IoT Software that has been purchased by the Customer will automatically terminate with the termination date of the contract term without prior written notice or termination.

3.7.4. Updates or enhancements that will be provided due to the software services shall be governed by the same usage conditions and limitations defined in the Contract Terms.

3.7.5. The software Service does not include customized services such as customized reports and instruction sets.

3.8. Auxiliary Services

3.8.1. If the Customer requests ZF to perform Auxiliary Services at his premises, travel costs and working hours shall be charged according to the tariffs applicable with ZF at the moment of the Customer requesting the services.

3.8.2. The performance of the Auxiliary Services shall take place on a predefined location and time. If these services are to be realized on other than weekdays, the Customer shall pay the specific weekend tariffs applicable with ZF.

3.8.3. The Customer shall provide an appropriate working area for the ZF technician, with the necessary access to the vehicles, the hardware, the office equipment, the power network and Internet access.

3.8.4. The Customer shall try to group field services as much as possible.

4. Delivery and Acceptance

4.1. Unless otherwise expressly agreed in writing, the delivery term shall be FCA, ZF's location, Incoterms® 2020.

4.2. ZF will endeavor to deliver the IoT Systems within the time agreed (if any), and if no time is agreed, within a reasonable time, and in the quantities agreed (if any). Notwithstanding the foregoing, ZF shall not, subject to the Contract Terms and to applicable law, be liable for any delay in the delivery of the IoT Systems, nor for discrepancies in quantities delivered.

4.3. ZF may make partial deliveries. Partial deliveries will be invoiced immediately and separately.

4.4. Packaging and shipping will be undertaken in accordance with the Company's best judgment but with no further liability on the part of the Company. Additional or different protective equipment will be supplied only insofar as this is expressly agreed in writing. At the Customer's request and expense, the shipment will be insured against all insurable risks.

4.5. The Customer signed delivery note is proof of delivery of the IoT Systems.

5. Title, Risk and Right of Re-possession

5.1. The risk of loss with respect to the IoT Systems is transferred to the Customer in accordance with the agreed Incoterm.

5.2. Title to the IoT Systems shall not pass to the Customer until the price for the IoT Systems has been paid in full. Until the price for the IoT Systems has been paid in full, the Customer, or any agent of the Customer or any third party: a) shall hold the IoT Systems subject to a security interest or lien in favour of ZF allowing for the right of re-possession by ZF to the extent permitted under applicable law; b) shall ensure that any processing or reworking of the IoT Systems will be deemed performed on behalf of ZF; c) shall not obliterate any identifying mark on the IoT Systems or their packaging; and d) shall keep the IoT Systems separate from any other products.

5.3. ZF may take possession of the IoT Systems at any time after payment of the price for the Products has become due or any other payment owing to ZF under the IoT Purchase Contract has become due.

5.4. In the event that the Customer re-sells the IoT Systems in the ordinary course of the Customer's business, ZF may require that the Customer transfer to ZF the receivables against the Customer's buyer or any third parties that arise from the sale by the Customer, together with all ancillary rights, until the ZF receivables against the Customer are discharged in full. The Customer is authorized to collect the transferred receivables even after the transfer to ZF until such time as this authorization is revoked by ZF. All costs incurred by ZF in connection with the transfer and collection of such receivables shall be borne by the Customer.

5.5. If the applicable law of the country in which the IoT Systems are located do not permit a retention of title as per this Section 5.2 but allow ZF to retain other comparable security interests in the IoT Systems, then ZF

may enforce such other security interests. The Customer shall at its expense take any actions which may be required to validate and preserve the retention of title or other security interest.

6. Prices, Invoices and Payments

6.1. All prices and other amounts as mentioned on the order form or offer are in the agreed currency and excluding VAT, and any other taxes and levies. Any additional or local costs, fines, taxes, import duties, levies and rights ZF relating to the possession or the use of the hardware, will be borne by the Customer and ZF shall have no liability in that respect.

6.2. Except if expressly mentioned otherwise in the order form, the prices do not include the costs for installation, putting into service and transport or any other costs of IoT Systems or local installation of SAAS Software on Customer's computers. These costs are paid in accordance with the ZF tariffs applicable at that particular moment.

6.3. Rise in costs, especially based on higher costs for IoT Services for example due to client's pattern of use, changes of wage agreements, price increases of Network Providers, higher taxes or other extra charges for ZF, may lead to price increases. ZF shall therefore be allowed to raise the remuneration for the IoT Services.

6.4. The Customer will be informed in writing of price increases. These will be deemed approved, if the Customer does not object in writing within six weeks of notification. Both Parties have an extraordinary right of termination according to Section 12.5 of these GTC, if the Customer objects to the price increases.

6.5. Payment terms for IoT Systems and Auxiliary Services. Such services and purchases shall be invoiced at delivery and are payable within thirty (30) calendar days of the date of invoice.

6.6. Payment terms for IoT Services under the exclusion of Section 6.5. The monthly compensation shall be invoiced at the beginning of the period, to which it relates, and is payable by direct debit within fifteen (15) calendar days of the date of invoice.

6.7. Payment without reservation of an invoice or part thereof, implies acceptance of the entire invoice and of the performances.

6.8. On the Customer failing to make full payment when due, ZF may (without prejudice to other rights hereunder or otherwise): (i) require future payments in advance of delivery; (ii) suspend delivery of any IoT Products or services due under the Contract Terms without incurring any liability to the Customer; (iii) terminate or rescind the Contract or any outstanding release; (iv) charge interest on the amount due at the lower of: (a) four percentage points per annum above the base rate as defined, from time to time, by the central bank of the country in which the principal place of business of the ZF Company is located, calculated from the due date, or (b) the maximum rate under applicable law; (v) claim additional damages under applicable law; (vi) set-off any amount owing by ZF to the Customer.

6.9. An invoice can only be protested by registered letter within a period of fifteen calendar days of the date of invoice. After

expiry of the above period, the Customer is deemed to have accepted the invoice.

6.10. If ZF wishes to use electronic invoices and informs the Customer thereof in advance, the Customer shall accept the use thereof.

6.11. Without ZF's prior written consent, the Customer may withhold payments or offset them with counterclaims only insofar as the Customer's counterclaims are uncontested or have been determined conclusively to have legal force by a court having jurisdiction over the parties.

7. Warranties

7.1. IoT Services

7.1.1. ZF provides the agreed IoT Services substantially in conformity with the agreed specifications of the IoT Services.

7.1.2. Under the exclusion of the terms and conditions set forth in Section 7.2, the following applies: i) ZF excludes any warranty and liability for disruptions of the agreed availability of the IoT Services due to external factors described in Section 3.1.2.ii) If and to the extent that the relevant availability will not be met, the Customer shall only pay an appropriately reduced amount of remuneration for the IoT Services. A negligible impairment of the IoT Services suitability shall not be considered for any reduction. The right to reduce the remuneration applies exclusively for IoT Services with regard to IoT Systems, which are in fact negatively affected and only during the time period in which the contractually intended use was impaired. iii) ZF excludes any warranty and liability for disruptions of constant availability of the IoT Services due to the non-availability of Telecommunication Services provided by the Customer. In such case, Section 7.1.2.ii) shall not apply.

7.2. IoT Systems

7.2.1. If, during the Warranty Period (as per Section 7.2.2), any IoT System delivered to the Customer is found upon inspection by ZF not to comply with the agreed specifications under normal use and when properly installed, ZF, at its discretion, will provide replacement IoT Systems, repair the IoT Systems or refund the price paid by the Customer to ZF for the defective IoT Systems, provided that ZF is notified in writing of the defect immediately after discovery thereof during the Warranty Period and further provided that, should ZF so require, the defective IoT Systems are returned freight prepaid. Any costs incurred by any persons removing or refitting the IoT Systems for the purpose of repair or replacement shall be borne by the Customer. If a complaint about defects is unjustified, ZF may request reimbursement from the Customer for any costs incurred as a result of the unjustified complaint.

7.2.2. Unless otherwise expressly stated in writing, the "Warranty Period" for the IoT Systems shall be: i) twelve (12) months from the date of the activation of the IoT System in the ZF Cloud Platform or, ii) eighteen (18) months from the date of delivery or notification of readiness for delivery to the Customer – whichever of i) and ii) is the earlier, except otherwise prescribed by applicable law. The Warranty Period for the IoT Systems fitted as replacement parts or repaired under warranty will be the unexpired period of the original

Warranty Period.

7.3. Deficiencies in title ("deficiencies").

7.3.1. ZF warrants that the use of the IoT Systems or the receipt of IoT Services according to the Contract Terms by the Customer will not be impaired by third party rights.

7.3.2. If the use of the IoT Systems or the receipt of IoT Services results in the infringement of commercial property rights or copyrights of third parties that existed at the time of transfer of title, ZF shall, at its own expense, obtain for the Customer the right to continue the use of the IoT Systems or receipt of IoT Services, or shall modify the IoT System or IoT Services, in a manner acceptable to the Customer that the infringement of property rights is eliminated.

7.3.3. If it is not possible to do so under conditions that are reasonable in commercial terms or within a reasonable period of time, the Customer shall have the right to withdraw from the respective affected single purchase contract regarding the affected IoT Systems. ZF shall also have the right to withdraw from the respective affected single purchase contract under the conditions cited.

7.3.4. ZF shall also release the Customer from claims by the relevant owner of property rights insofar as such claims are uncontested or recognized by declaratory judgment.

7.3.5. The Customer shall have no further right or claim in case of a deficiency than those as established in this Section 7.3 regarding IoT Systems.

7.3.6. The Customer shall immediately notify ZF in writing, if third parties will claim for infringement of commercial property rights (e.g. copyrights or patent rights) with regard to an IoT System or IoT Services. The Customer authorizes ZF to handle the dispute with the third party. The Customer shall not acknowledge any claims of the third party as long as ZF is acting according to this authorization.

7.3.7. The warranty for deficiencies is excluded, if i) the Customer has not notified ZF immediately in the event that any infringement of property rights or copyrights is asserted; ii) the Customer has not assisted ZF to a reasonable extent in defending the claims asserted or in facilitating the implementation of modification measures; iii) the right to undertake all defensive measures including out-of-court settlements will not be retained for ZF; iv) the deficiency is the result of an instruction given by the Customer; or v) the infringement of rights was caused by the Customer, in particular by an alteration of, or an interaction to the IoT System, not authorized by ZF as well as the use of the IoT System, in a manner not permitted by the Contract Terms.

7.4. The warranty contained in this Section 7.2 and 7.3 shall not apply in respect of any IoT Systems which are supplied by ZF as samples or prototypes for test or evaluation purposes (and in these circumstances ZF's only obligation shall be to endeavor to supply such IoT Systems in accordance with any specification, performance criteria or drawings agreed with the Customer); or where any information, drawing, design, specification or instruction provided by the Customer is

inaccurate or incorrect; or where all or part of the IoT Systems are supplied to ZF by a third party nominated by the Customer; or that have been subject to any unauthorized repair or replacement, modification, alteration, inappropriate installation or use of IoT Systems or maintenance or damage caused by the Customer or any third party.

7.5. In case of any alleged improper functioning of the IoT Systems or IoT Services, or IoT Software, the Customer shall actively cooperate in any investigation that aims to find the origin hereof and take all measures to safeguard evidence that may be relevant.

8. Data Protection and Confidential information

8.1. To the extent that the IoT Services relate to personal data, i.e. data protected under applicable data protection laws, the Parties agree as follows:

8.1.1. The Parties shall obey applicable data protection laws.

8.1.2. In relation to ZF, unless otherwise agreed, Customer acts as a data controller regarding the IoT Services, which means that Customer determines the purposes and means of the respective data processing ("Data Controller"). This applies irrespective of whether the Customer acts for himself or on behalf of others. Either way, Customer is the Data Controller in relation to ZF and, within this role, Customer is responsible for, and shall always ensure, that the processing complies with applicable data protection laws. In particular, this applies to the permissibility of the collection and use of the data.

8.1.3. Where required by applicable data protection laws, the Parties will enter into a separate written agreement on the processing of personal data, replacing the ZF Terms and Conditions on the Processing of Personal Data, if applicable, where the Customer has the role of a Data Controller and ZF has the role of a data processor, i.e. processes personal data on behalf of the Customer. This applies irrespective of whether the Customer acts for himself or on behalf of others. Such data processing agreement shall become an integral part of the IoT Service Contract. Unless otherwise agreed, the ZF Terms and Conditions for the Processing of Personal Data, which include specific instructions on data processing towards ZF, shall be subject to the Contract Terms. In case of a conflict between any provisions in the Contract Terms, for data privacy related provisions the Terms and Conditions for the Processing of Personal Data shall prevail.

8.1.4. The Customer authorizes ZF exclusively, irrevocably, worldwide and free of charge, to use anonymous data for the development of IoT Services of any kind, but also for other commercial purposes (ex. obtaining of traffic information; use of vehicles, etc.), by ZF or by a company in which ZF owns an interest of at least 50 %.

8.1.5. The Customer guarantees that it will comply with all relevant data protection obligations, in particular general data protection principles including, but not limited to, transparency and information, purpose limitation, data minimization and lawfulness of the processing. The Customer's compliance with relevant data protection obligations is

mandatory to ensure the legally compliant use of anonymized data by ZF.

8.2. In the event that Customer is subject to data localization laws, Customer has to inform ZF immediately. In the event that legal data localization requirements arise after the conclusion of IoT Service Contract, Customer has to inform ZF about such requirements immediately. Both Parties discuss in such case in good faith potential consequences of such data localization laws and adjust the contractual terms in this regard accordingly. However, either Party may be entitled to terminate in such case the IoT Service Contract partially to the extent affected by the data localization laws in accordance with Section 12.5.

8.3. Either Party shall keep confidential all information and personal data (e.g. software, documents, other information of any kind) that is legally protected, contains business or trade secrets, is marked or reasonably noticeable as proprietary (altogether "Confidential Information"), which are disclosed by the other Party to the receiving Party or which the receiving Party becomes aware of in any other way during conclusion or execution of the IoT Service Contract, and either Party shall use it only for purposes of contractual tasks.

8.4. The Parties shall not disclose Confidential Information to third parties, subject to a disclosure (i) to representatives, employees and other vicarious agents, advisers and sub-contractors (together „Associates“) of a Party, if such Associates are bound by an equivalent obligation of confidentiality and the disclosure is necessary for the execution of the IoT Service Contract, or (ii) to Associates of group companies of ZF providing services to ZF, if such Associates are bound by an equivalent obligation of confidentiality.

8.5. This confidentiality obligation shall remain in effect for five (5) years after termination of the IoT Service Contract.

8.6. The confidentiality obligation is not applicable with regard to such information,

8.6.1. which is public knowledge; or
8.6.2. which a Party becomes aware of through a third party who is not violating any confidentiality obligation in respect of the other Party thereby; or

8.6.3. if required by law. In such cases, a Party is obligated to immediately inform the other Party enabling it to implement the measures necessary against disclosure. The Parties herewith grant their irrevocable consent to a respective transfer of such Confidential Information.

8.7. The confidentiality obligation shall not apply to ZF with regard to anonymous data to be exploited under Section 8.1.48.1.3 and with regard to information that has demonstrably been generated or gained by ZF in the context of own work.

8.8. With respect to personal data that have been disclosed under a data processing agreement according to Section 8.1.3, the provisions of the data processing agreement shall prevail over the provisions in Section 8.4 to 8.7 of these GTC.

8.9. A Party receiving Information is entitled to pass on Information if this is required by statutory regulations, governmental authorities or court decisions. In such a case, however,

this Party is obligated to immediately inform the other Party so that such other Party can in due time take measures against such transfer of Information, provided that the Party obligated to inform the other Party is not authorized to inform the other Party by such regulations, authorities or court decisions.

8.10. ZF may communicate the Customer as its client.

9. Intellectual property rights

9.1. Any intellectual, industrial or other property right on works that have been created by ZF, its employees, consultants or subcontractors within the scope of the performance of the IoT Service Contract (including software, hardware, technology, skills, know-how and information about the use thereof), will remain the exclusive property of ZF and/or its licensors, as the case may be.

9.2. The delivery of IoT Systems, and/or IoT Services by ZF to the Customer does not imply any transfer of such right. The payments made by the Customer do not include any payment for the transfer of such right.

The Customer shall neither directly nor indirectly alienate, pledge, lend, rent or let third parties use, involve its rights with the transfer of its business, nor transfer its rights, as whole or part thereof, on any purchased IoT Systems the property of which has not yet been transferred, without the express prior written consent of ZF.

10. Liability

10.1. ZF's obligations and liabilities to the Customer in respect of the IoT Service Contract shall be limited to those expressly set out in the Contract Terms.

10.2. EXCEPT AS OTHERWISE PROVIDED IN SECTION 10.1. ABOVE, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS AND ALL LIABILITIES AND OBLIGATIONS WHATSOEVER AND HOWSOEVER ARISING, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE HEREBY EXPRESSLY EXCLUDED.

10.3. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, ZF SHALL NOT BE LIABLE TO THE CUSTOMER FOR LOST PROFITS NOR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS, COMPROMISE OR THEFT OF ELECTRONIC DATA, ARISING OUT OF OR IN CONNECTION WITH ANY IoT SERVICES OR IoT SYSTEMS WHETHER SUPPLIED OR NOT.

10.4. ZF does not exclude or limit its liability (if any) to the Customer for any matter for which it would be illegal for ZF to exclude or to attempt to exclude its liability.

10.5. ZF does not exercise any control over the contents and the quality of the data from the Customer, obtained or processed by using the IoT Systems supplied by ZF. ZF cannot be held liable for the consequences of any defects in the contents or the quality of such data.

11. Force majeure

Neither ZF nor the Customer will be liable for a failure to perform that arises from causes or events beyond its reasonable control (including but not limited to, war, terrorism,

natural catastrophes, epidemics, fire, strikes and lock-outs, embargoes, sanctions laws and regulations, and supplier disruptions or insolvencies) and without its fault or negligence ("Force Majeure"). The Party claiming the Force Majeure shall give notice in writing as soon as possible both after the occurrence of the Force Majeure event and after termination of the Force Majeure event. The Customer shall continue to pay for the IoT Services or IoT Systems as the case may be delivered prior to the Force Majeure event and shall be responsible for any holding costs during the Force Majeure event. If this is unreasonable in commercial terms, either may terminate or rescind the IoT Service Contract or the respective Single Service Contract or Single Purchase Contract or the relevant portions thereof.

12. Term and termination

12.1. The contract period of the IoT Service Contract is for an indefinite period of time, unless the Parties have agreed expressly otherwise in the IoT Service Contracts.

12.2. During the contract period either Party may at any time terminate IoT Service Contract upon providing twelve (12) months advance written notice to the end of a month.

12.3. If not otherwise set forth in the Contract Terms, during the contract period of the IoT Service Contract either Party may at any time terminate the IoT Service Contract partially regarding the Telecommunication Services provided by ZF upon providing 12 months advance written notice to the end of the month.

12.4. If not otherwise set forth in the Contract Terms, during the contract period or the IoT Service Contract either Party may at any time terminate partially the IoT Service Contract regarding services governed by particular Single Service Contracts, Service Level Agreements, Auxiliary Service Contracts and other SAAS – if applicable – with a termination period of one month to the end of the month.

12.5. Furthermore, each Party may terminate partially or in its entirety the IoT Service Contract due to good cause without termination period. Good Cause includes, but is not limited to a) if the Customer has given incorrect information about his financial situation that were of considerable importance with regard to ZF's decision to conclude the IoT Service Contract, or b) if the Customer's financial situation deteriorates or threatens to deteriorate in such a way that jeopardizes the fulfillment of obligations. A termination of the IoT Service Contract with regard to individual IoT Systems shall only be permitted, if the good cause is given for the respective IoT Systems.

12.6. With termination or partial termination of the IoT Service Contract as stated in Section 12, any respectively granted license shall end automatically without any further termination notice by the Customer or ZF with regard to the agreed services under the IoT Service Contract.

12.7. ZF shall be entitled to completely or partially exclude the Customer from using the IoT Services („access suspension“) if the Customer gets into arrears of his payment obligations or the advance securities has been exhausted. However, ZF will not exercise this right sooner than two (2) weeks after having

notified the Customer of the impending access suspension. Furthermore, ZF reserves its right to suspend the Customer's access to its services without adhering to the aforementioned two (2) weeks waiting period if the Customer gives cause to a contract termination without notice.

12.8. To be valid, any termination notice shall be given in writing and transmitted by registered mail with return receipt or another proof of delivery and acknowledgement of receipt.

12.9. After termination of the agreement, the Customer shall return to ZF any IoT System on which the Customer has not acquired any property right, within ten (10) working days, all in a good state of repair and operating properly, free and unencumbered.

13. Assignment

The Customer shall not assign, mortgage, resale or otherwise dispose of the IoT Service Contract or any rights thereunder in whole or in part without ZF's prior written consent.

14. Export Control

The parties agree to adhere to all applicable export control and sanction laws and regulations for the contract term. Specifically, any software, documentation, technical data (or direct products thereof) provided under the IoT Service Contract may not be, directly or indirectly, downloaded or otherwise exported, re-exported, or transferred to restricted end-users, for restricted end-uses and restricted locations according to applicable export control and sanction laws and regulations. ZF shall obtain all required export licenses and approvals necessary when required by its obligations under the IoT Service Contract. In such cases, Customer agrees to provide ZF with all reasonable documentation including an end-user certificate or similar statement to obtain any required export license and/or to fulfill any other export reporting or filing requirements.

In the event ZF is unable to obtain any necessary export licenses or in the event ZF obtains the aforementioned licenses after the agreed upon start of service date, ZF shall inform Customer at its first convenience. Customer will have no claim or recourse against ZF due to delays or obstructions to performance of the IoT Service Contract in view of applicable export control and governmental sanction laws and regulations unless it is due to the sole negligence of ZF.

15. Remedies

The rights and remedies provided in the Contract Terms shall provide the exclusive remedies for the Customer for any misrepresentation, breach of warranty, covenant or other agreement, and for any other claims, rights, remedies or matters resulting from, arising out of or relating to the IoT Service Contract.

16. Severability

If one or more provisions of the IoT Service Contract should be or become invalid or unenforceable, the balance and remainder of the IoT Service Contract shall remain in full force and effect. In this event, the parties shall substitute the invalid or unenforceable provision by a valid one which as closely as possible achieves the economic purpose of the invalid or unenforceable provision.

17. No Implied Waiver

The failure of either Party at any time to require performance by the other Party of any provision of the IoT Service Contract will not affect the right to require performance at any later time, nor will the waiver of either Party of a breach of any provision of the Contract constitute a waiver of any later breach of the same or other provision of the Contract.

18. Various stipulations

18.1. The parties agree to inform the other Party accurately and timely about any matters that may be important within the scope of the performance of the IoT Service Contract and about any fact that has or may have an impact on the IoT Service Contract, including, but not limited to any information about and modification of its name, registered offices, legal form, legal representatives or VAT number.

18.2. The Customer shall take out and maintain all necessary insurances for IoT Systems not yet fully compensated, so as to insure comprehensively against the costs of loss, theft or damage to such IoT Systems, regardless what the cause may be.

18.3. ZF may set-off any liability of the Customer under the IoT Service Contract against any liability of ZF to the Customer.

19. Applicable law and competent jurisdiction

19.1. The Contract shall be governed exclusively by and construed in accordance with the law of the country or state in which the principal place of business of ZF is located. In any case the Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.2. The parties shall use good faith efforts to resolve any dispute, controversy or claim arising out of or in connection with the Contract through friendly consultations between the parties. Unless otherwise mutually extended by the parties, if no settlement is reached within thirty (30) days from the date one Party notifies the other in writing of its intention to submit the dispute, controversy or claim to arbitration, then any such dispute, controversy or claim arising out of or relating to the Contract or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the following Sections 19.3 and 19.4.

19.3. Subject to Section 19.4, the arbitration shall be conducted under the rules of the International Chamber of Commerce (ICC), however the ICC Expedited Procedure Provisions shall not apply. The number of arbitrators shall be three. The place of arbitration shall be the principal place of ZF. The language of the arbitration shall be English. The parties and the arbitrators shall maintain confidentiality towards all persons regarding the conduct of arbitral proceedings, and in particular regarding the parties involved, the witnesses, the experts and other evidentiary material. Persons acting on behalf of any person involved in the arbitral proceedings shall likewise be obliged to maintain confidentiality. The arbitration award shall be final and binding on the parties. The award will be issued in writing and include a decision on the cost of the proceedings.

19.4. Notwithstanding Section 19.3, the

following special rules shall apply: (i) where the principal place of business of ZF is located in China: (a) the arbitration shall be conducted by CIETAC according to its rules, b) the place of arbitration shall be Shanghai, and c) the number of arbitrators shall be three; (ii) where the principal place of business of ZF is located in Canada, the US or Mexico: a) the arbitration shall be conducted by AAA under its Commercial Arbitration Rules, b) the place of arbitration shall be Detroit, and c) the number of arbitrators shall be three; or (iii) where the principal place of business of ZF is located in Argentina, Brazil or Colombia: a) the arbitration shall be conducted by AMCHAM Brazil according to its rules, (b) the place of arbitration shall be Buenos Aires (for Argentina), Sao Paulo (for Brazil) or Bogota (for Colombia), c) the language of the arbitration shall be Spanish and English (for Argentina and Colombia) or Portuguese and English (for Brazil), and d) the number of arbitrators shall be three.